IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

SIERRA MORGAN
7200 Marion Ave., Unit 6-35
Levittown, PA 19055

Plaintiff, : No.:

v.

DASMEN RESIDENTIAL, LLC d/b/a
LAVANA FALLS
581 Franklin Turnpike
Ramsey, NJ 07446
and
DASMEN HR, LLC
581 Franklin Turnpike
Ramsey, NJ 07446

Defendants.

JURY TRIAL DEMANDED

CIVIL ACTION

CIVIL ACTION COMPLAINT

Sierra Morgan (*hereinafter* referred to as "Plaintiff," unless indicated otherwise) by and through her undersigned counsel, hereby avers as follows:

INTRODUCTION

1. Plaintiff has initiated this action to redress violations by Dasmen Residential, LLC *d/b/a* Lavana Falls and Dasmen HR, LLC (*hereinafter* collectively referred to as "Defendants") of Title VII of the Civil Rights Act of 1964 ("Title VII" – 42 U.S.C. §§ 200d *et seq.*)/the Pregnancy Discrimination Act ("PDA"), the Americans with Disabilities Act, as amended ("ADA" - 42 USC §§ 12101 *et. seq.*), and the Pennsylvania Human Relations Act ("PHRA").¹ As a direct consequence of Defendants' unlawful actions, Plaintiff seeks damages as set forth herein.

¹ Plaintiff's claims under the PHRA are referenced herein for notice purposes. She is required to wait 1 full year before initiating a lawsuit from date of dual-filing with the EEOC. Plaintiff must however file her lawsuit in advance

JURISDICTION AND VENUE

- 2. This Court has original subject matter jurisdiction over the instant action pursuant to 28 U.S.C. §§ 1331 and 1343(a)(4) because it arises under the laws of the United States and seeks redress for violations of federal laws.
- 3. This Court may properly assert personal jurisdiction over Defendants because their contacts with this state and this judicial district are sufficient for the exercise of jurisdiction over Defendants to comply with traditional notions of fair play and substantial justice, satisfying the standard set forth by the United States Supreme Court in *Int'l Shoe Co. v. Washington*, 326 U.S. 310 (1945), and its progeny.
- 4. Pursuant to 28 U.S.C. § 1392(b)(1) and (b)(2), venue is properly laid in this district because Defendants are deemed to reside where they are subjected to personal jurisdiction, rendering Defendants residents of the Eastern District of Pennsylvania.
- 5. Plaintiff is proceeding herein (in part) under Title VII/PDA and the ADA after properly exhausting all administrative remedies with respect to such claims by timely filing a Charge of Discrimination with the Equal Employment Opportunity Commission ("EEOC") and by filing the instant lawsuit within ninety (90) days of receiving a notice of dismissal and/or right to sue letter from the EEOC.

PARTIES

- 6. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.
 - 7. Plaintiff is an adult individual, with an address set forth in the caption.

of same because of the date of issuance of her federal right-to-sue-letter under Title VII/PDA and the ADA. Plaintiff's PHRA claims however will mirror identically her federal claims under Title VII/PDA and the ADA.

- 8. Dasmen Residential, LLC *d/b/a* Lavana Falls and Dasmen HR, LLC comprise a property management and investment company that owns and operates multi-family properties in several states throughout the United States (including Pennsylvania), with an address set forth in the caption. Plaintiff was hired through and at all times relevant herein worked out of the Lavana Falls apartment property located at 7200 Marion Avenue, Levittown, Pennsylvania.
- 9. Upon information and belief, because of their interrelation of operations, common ownership or management, centralized control of labor relations, common ownership or financial controls, and other factors, Defendants are sufficiently interrelated and integrated in their activities, labor relations, ownership and management that they may be treated as a single and/or joint employer for purposes of the instant action.
- 10. At all times relevant herein, Defendants acted by and through their agents, servants and employees, each of whom acted at all times relevant herein in the course and scope of their employment with and for the Defendants.

FACTUAL BACKGROUND

- 11. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.
 - 12. Plaintiff is a female individual.
- 13. Plaintiff was hired by Defendants on or about June 3, 2019 as a leasing consultant at its property, Lavana Falls (an apartment complex), located in Levittown, Pennsylvania.
- 14. In or about October of 2019, Plaintiff moved into an apartment at the Lavana Falls complex.
- 15. Plaintiff was primarily supervised by Property Manager, Abraham Lowenthal (hereinafter "Lowenthal") and generally supervised by Regional Manager, Jeremy Baum (hereinafter "Baum").

- 16. Throughout her employment with Defendants, Plaintiff was a hard-working employee who performed her job well.
- 17. At the time Plaintiff began her employment with Defendants, she informed Defendants that she pregnant and due to have her child on or about January 9, 2020.
- 18. However, Plaintiff unexpectedly delivered her child approximately one month early on December 9, 2019.
- 19. While in the hospital following the delivery of her newborn son, Plaintiff completed short-term disability ("STD") paperwork and was scheduled to return to work or on about January 21, 2020.
- 20. Immediately following his birth, Plaintiff's newborn son was transferred to the Neonatal Intensive Care Unit ("NICU") because he was born premature and the doctors discovered an arachnoid cyst (a brain cyst).
- 21. Following Plaintiff's newborn son's discharge from the hospital, he was referred to Children's Hospital of Philadelphia ("CHOP") for further evaluation.
- 22. Because Plaintiff's son is very young and has other health conditions, he requires more doctors' visits than a normal newborn, as his brain cyst needs to be continuously monitored, and at all times relevant hereto, Defendants' management was aware of her son's serious health conditions.
 - 23. Plaintiff was released to return to work by her doctor on or about January 22, 2020.
- 24. On or about January 21, 2020, Plaintiff informed the Baum that her doctor had cleared her to return to work starting January 22, 2020. Baum instructed Plaintiff to contact Human Resources ("HR").
- 25. Thereafter, as per Baum's instructions (see Paragraph 24, supra), Plaintiff contacted HR Manager, Melanie Barba (hereinafter "Barba") and informed her that Plaintiff's

doctor had cleared her to return to work on January 22, 2020. Barba dismissively responded to Plaintiff, stating "There is a lot going on this week at Lavana Falls and we will need a few days to prepare. Are you available to touch base on Friday? The morning works best for me but I can be available in the early afternoon if that work better for you. Just please let me know!" Plaintiff was further advised that it was "up to" Defendants (not her physician) when she was able to return to work.

- 26. Plaintiff was thereafter advised to call HR on Friday, January 24, 2020, to further discuss her return to work. As a result, Plaintiff was kept out of work on January 22, January 23, and January 24.
- 27. On or about January 24, 2020, Plaintiff contacted Barba (Baum was also on the phone but did not speak), who informed her that she was being terminated from her employment with Defendants for violating the terms of her lease agreement (failing to pay rent for November of 2019, December of 2019, and January of 2020, in a timely manner).
- 28. Defendants' management was well aware of Plaintiff's premature delivery and her son's aforesaid health conditions; yet, not one member of Defendants' management mentioned to Plaintiff while she was out on maternity that that if she didn't pay her rent by a certain date, she would be terminated from her employment.
- 29. While Plaintiff was asked when she would be paying her rent by Baum a few times, he only every stated that Defendants would file evection proceedings if she didn't pay (termination of employment was never mentioned).
- 30. Moreover, on January 15, 2020, Plaintiff paid her November, December, and January rent; thereafter, on January 24, 2020, just before she was informed of her termination, Plaintiff paid all late and legal fees associated with eviction charges. Nonetheless, immediately after Plaintiff paid everything that she owed by way of rent and other fees, she was abruptly

informed by Barba that she was being terminated.

- 31. Defendants purported reason for her termination failing to pay her rent on time is completely pretextual because (1) Plaintiff consistently worked hard for Plaintiff and performed her job well; (2) Plaintiff paid all of her outstanding rent prior to her termination; (3) Plaintiff personally knows of at least one other employee who lived at the same apartment complex, who did not pay her rent on time (on at least two different occasions) but she was not terminated like Plaintiff (nor was the other employee ever threatened with termination); and (4) the only differences between Plaintiff and the other employee who did not pay her rent on time were that Plaintiff was pregnant and/or just had a child, was out on disability/maternity leave, and had just given birth to a child with disabilities.
- 32. Plaintiff believes and therefore avers that she was subjected to a hostile work environment and terminated from her employment with Defendants due to her pregnancy and/or because Defendants negatively associated her with her son's disabilities.

COUNT I Violations of Title VII/PDA

([1] Pregnancy Discrimination; [2] Retaliation; [3] Hostile Work Environment)

- 33. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.
- 34. Upon her hire, Plaintiff informed Defendants that she pregnant and due to have her child on or about January 9, 2020.
- 35. Plaintiff unexpectedly delivered her child approximately one month early on or about December 9, 2019.
- 36. While in the hospital following the delivery of her newborn son, Plaintiff completed short-term disability ("STD") paperwork and commenced disability/maternity leave with an expected return to work date of January 21, 2020.

- 37. Plaintiff was released to return to work by her doctor on or about January 22, 2020.
- 38. Plaintiff was abruptly terminated on or about January 24, 2020 for pretextual reasons failing to timely pay her rent.
- 39. Upon Plaintiff's information and belief, at least one other employee who lived at the same apartment complex, did not pay her rent on time (on at least two different occasions), but she was not terminated like Plaintiff (nor was the other employee ever threatened with termination).
- 40. The only differences between Plaintiff and the aforesaid other employee who did not pay her rent on time were that Plaintiff was pregnant and/or just had a child, was out on disability/maternity leave, and had just given birth to a child with disabilities.
- 41. Therefore, Plaintiff believes and avers that she was subjected to a hostile work environment and terminated from Defendants because of her pregnancy and/or her disability/maternity leave.
- 42. These actions as aforesaid constitute unlawful discrimination and retaliation under Title VII/PDA.

COUNT II

<u>Violations of the Americans with Disabilities Act, as Amended ("ADA")</u> (Associational Disability Discrimination)

- 43. The foregoing paragraphs are incorporated herein in their entirety as if set forth in full.
- 44. Plaintiff's newborn son suffered from qualifying health conditions under the ADA, including but not limited to an arachnoid brain cyst and other health conditions and complications.
 - 45. Defendants knew of Plaintiff's son's disabilities at the time of her termination.
- 46. Plaintiff was terminated by Defendants shortly after she apprised Defendants of her son's disabilities and his need for additional medical treatment and doctors' appointments.

- 47. Upon information and belief, Plaintiff believes and therefore avers that she was subjected to a hostile work environment, and ultimately terminated by Defendants for: (a) being perceived as distracted for dealing with her son's health problems in and outside of work; (b) being perceived as eventually having to take protected FMLA leave to care for her son's health problems; and/or (c) for other reasons in association with her son's health problems.
 - 48. These actions as aforesaid constitute violations of the ADA, as amended.

WHEREFORE, Plaintiff prays that this Court enter an Order providing that:

- A. Defendants are to promulgate and adhere to a policy prohibiting discrimination in the future against any employee(s);
- B. Defendants are to compensate Plaintiff, reimburse Plaintiff, and make Plaintiff whole for any and all pay and benefits Plaintiff would have received had it not been for Defendants' illegal actions, including but not limited to back pay, front pay, salary, pay increases, bonuses, insurance, benefits, training, promotions, reinstatement and seniority;
- C. Plaintiff is to be awarded punitive damages, as permitted by applicable law, in an amount believed by the Court or trier of fact to be appropriate to punish Defendants for their willful, deliberate, malicious and outrageous conduct and to deter Defendants or other employers from engaging in such misconduct in the future;
- D. Plaintiff is to be accorded other equitable and legal relief as the Court deems just, proper and appropriate (including but not limited to damages for emotional distress, pain, suffering and humiliation; and
- E. Plaintiff is to be awarded the costs and expenses of this action and reasonable attorney's fees as provided by applicable federal and state law.
 - F. Plaintiff is to be given a jury trial as demanded in the caption of this Complaint.

Respectfully submitted,

KARPF, KARPF & CERUTTI, P.C.

By:

Ari R. Karpf, Esq. 3331 Street Rd.

Two Greenwood Square, Suite 128

Bensalem, PA 19020

(215) 639-0801

Dated: September 17, 2020

IN THE UNITED STATES DISTRICT COURT FOR THE EASTERN DISTRICT OF PENNSYLVANIA

CASE MANAGEMENT TRACK DESIGNATION FORM

Sierra Mo	organ	CIVIL ACTION	•
V.	:		
Dasmen Residential, LLC d/b	/a Lavana Falls, et al.	NO.	
plaintiff shall complete a C filing the complaint and ser side of this form.) In the designation, that defendan the plaintiff and all other r	Case Management Track Design rve a copy on all defendants. (So sevent that a defendant does not t shall, with its first appearance	Reduction Plan of this court, countration Form in all civil cases at the tree § 1:03 of the plan set forth on the rott agree with the plaintiff regarding, submit to the clerk of court and seack Designation Form specifying the ned.	ime of everse g said tve on
SELECT ONE OF THE	FOLLOWING CASE MANA	GEMENT TRACKS:	
(a) Habeas Corpus - Case	s brought under 28 U.S.C. § 22	41 through § 2255.	()
(b) Social Security - Case and Human Services d	s requesting review of a decision enying plaintiff Social Security	on of the Secretary of Health Benefits.	()
(c) Arbitration - Cases rec	juired to be designated for arbit	tration under Local Civil Rule 53.2.	()
(d) Asbestos – Cases invo exposure to asbestos.	lving claims for personal injury	or property damage from	()
commonly referred to	Cases that do not fall into trace as complex and that need species side of this form for a detailed	al or intense management by	
management cases.)		•	()
(f) Standard Management	- Cases that do not fall into an	y one of the other tracks.	(X)
9/17/2020		Plaintiff	
Date	Attorney-at-law	Attorney for	
(215) 639-0801	(215) 639-4970	akarpf@karpf-law.com	
Telephone	FAX Number	E-Mail Address	

(Civ. 660) 10/02

Case 2:20-cv-04542-Jhreidagheristrictof pennsylvania Page 11 of 12 for the eastern district of pennsylvania

DESIGNATION FORM

(to be used by counsel or pro se plaintiff to indicate the category of the case for the purpose of assignment to the appropriate calendar)

Address of Plaintiff:7200 Marion Aveue, Unit 6-35, Levittown, PA 19055						
Address of Defendant: _581 Franklin Turnpike, Ramey, NJ 07446						
Place of Accident, Incident or Transaction: <u>Defendants place of business</u>						
RELATED CASE, IF ANY:						
Case Number: Judge: Date Terminated:						
Civil cases are deemed related when Yes is answered to any of the following questions:						
1. Is this case related to property included in an earlier numbered suit pending or within one year Yes No X previously terminated action in this court?						
2. Does this case involve the same issue of fact or grow out of the same transaction as a prior suit Yes No X						
3. Does this case involve the validity or infringement of a patent already in suit or any earlier numbered case pending or within one year previously terminated action of this court?						
4. Is this case a second or successive habeas corpus, social security appeal, or pro se civil rights Yes No X						
I certify that, to my knowledge, the within case is / is not related to any case now pending or within one year previously terminated action in this court except as noted above.						
DATE: 9/17/2020 ARK2484 / 91538						
Attorney-at-Law / Pro Se Plaintiff Attorney I.D. # (if applicable)						
CIVIL: (Place a √ in one category only)						
CIVIL: (Place a √ in one category only) A. Federal Question Cases: B. Diversity Jurisdiction Cases:						
A. Federal Question Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 1. Insurance Contract and Other Contracts 2. Airplane Personal Injury 3. Assault, Defamation 4. Antitrust 4. Marine Personal Injury 5. Patent 5. Motor Vehicle Personal Injury 6. Labor-Management Relations 6. Other Personal Injury (Please specify): 7. Civil Rights 7. Products Liability 8. Habeas Corpus 8. Products Liability 8. Products Liability 9. Securities Act(s) Cases 9. All other Diversity Cases 9. All other Diversity Cases 10. Social Security Review Cases 10. Social Sec						
A. Federal Question Cases: Diversity Jurisdiction Cases:						
A. Federal Question Cases: Indemnity Contract, Marine Contract, and All Other Contracts 1. Insurance Contract and Other Contracts 2. FELA 2. Airplane Personal Injury 3. Assault, Defamation 4. Antitrust 4. Marine Personal Injury 5. Patent 5. Patent 6. Labor-Management Relations 6. Other Personal Injury (Please specify): 7. Civil Rights 7. Products Liability 8. Habeas Corpus 8. Products Liability 9. Securities Act(s) Cases 9. All other Diversity Cases (Please specify): 11. All other Federal Question Cases (Please specify): 12. ARBITRATION CERTIFICATION						
A. Federal Question Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts						
A. Federal Question Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 1. Insurance Contract and Other Contracts 2. Airplane Personal Injury 3. Assault, Defamation 4. Antitrust 4. Marine Personal Injury 5. Patent 5. Motor Vehicle Personal Injury 6. Labor-Management Relations 6. Labor-Management Relations 7. Products Liability 8. Habeas Corpus 8. Products Liability 8. Habeas Corpus 8. Products Liability 9. Securities Act(s) Cases 9. All other Diversity Cases 9. All other Diversity Review Cases 11. All other Federal Question Cases (Please specify):						
A. Federal Question Cases: 1. Indemnity Contract, Marine Contract, and All Other Contracts 2. FELA						

Case 2:20-cv-04542-JHS_Document 1_Filed 09/17/20 Page 12 of 12 CIVIL COVER SHEET

The JS 44 civil cover sheet and the information contained herein neither replace nor supplement the filing and service of pleadings or other papers as required by law, except as

purpose of initiating the civil de	. This form, approved by the ocket sheet. (SEE INSTRUCT	e Judicial Conference of t TIONS ON NEXT PAGE OF	the United States in September 19 THIS FORM.)	74, is required for the use of th	e Clerk of Court for the	
I. (a) PLAINTIFFS			DEFENDANTS			
MORGAN, SIERRA			DASMEN RESID	DENTIAL, LLC D/B/A I	LAVANA FALLS, ET AI	
(b) County of Residence of First Listed Plaintiff Bucks (EXCEPT IN U.S. PLAINTIFF CASES)			County of Residence of First Listed Defendant (IN U.S. PLAINTIFF CASES ONLY) NOTE: IN LAND CONDEMNATION CASES, USE THE LOCATION OF THE TRACT OF LAND INVOLVED.			
(c) Attorneys (Firm Name, A Karpf, Karpf & Cerutti, 1 Suite 128, Bensalem, PA	P.C.; 3331 Street Road	d, Two Greenwood S	Attorneys (If Known)			
II. BASIS OF JURISDI	CTION (Place an "X" in O	ne Box Only)	III. CITIZENSHIP OF P	RINCIPAL PARTIES	Place an "X" in One Box for Plaintif	
1 U.S. Government X 3 Federal Question			(For Diversity Cases Only) and One Box for Defendant) PTF DEF PTF DEF			
Plaintiff	**		Citizen of This State	1 Incorporated or Print of Business In T		
2 U.S. Government Defendant	4 Diversity (Indicate Citizenshi)	ip of Parties in Item III)	Citizen of Another State	2 Incorporated and Pri of Business In A		
IV. NATURE OF SUIT	D		Citizen or Subject of a Foreign Country	3 3 Foreign Nation	6 6	
IV. NATURE OF SUIT		orts	FORFEITURE/PENALTY	Click here for: Nature of BANKRUPTCY	of Suit Code Descriptions. OTHER STATUTES	
110 Insurance 120 Marine 130 Miller Act 140 Negotiable Instrument 150 Recovery of Overpayment & Enforcement of Judgment 151 Medicare Act 152 Recovery of Defaulted Student Loans (Excludes Veterans) 153 Recovery of Overpayment of Veteran's Benefits 160 Stockholders' Suits 190 Other Contract 195 Contract Product Liability 196 Franchise REAL PROPERTY 210 Land Condemnation 220 Foreclosure 230 Rent Lease & Ejectment 240 Torts to Land 245 Tort Product Liability 290 All Other Real Property	PERSONAL INJURY 310 Airplane 315 Airplane Product Liability 320 Assault, Libel & Slander 330 Federal Employers' Liability 340 Marine 345 Marine Product Liability 350 Motor Vehicle 355 Motor Vehicle Product Liability 360 Other Personal Injury 362 Personal Injury - Medical Malpractice CIVIL RIGHTS 440 Other Civil Rights 441 Voting 442 Employment 443 Housing/ Accommodations 445 Amer. w/Disabilities - Other 0 448 Education	PERSONAL INJURY 365 Personal Injury - Product Liability 367 Health Care/ Pharmaceutical Personal Injury Product Liability 368 Asbestos Personal Injury Product Liability PERSONAL PROPERT 370 Other Fraud 371 Truth in Lending 380 Other Personal Property Damage Product Liability PRISONER PETITIONS Habeas Corpus: 463 Alien Detainee 510 Motions to Vacate Sentence 530 General 535 Death Penalty Other: 540 Mandamus & Other 550 Civil Rights 555 Prison Condition 560 Civil Detainee - Conditions of Confinement	☐ 710 Fair Labor Standards	, 422 Appeal 28 USC 158 , 423 Withdrawal	□ 375 False Claims Act ' 376 Qui Tam (31 USC 3729(a)) □ 400 State Reapportionment □ 410 Antitrust □ 430 Banks and Banking □ 450 Commerce □ 460 Deportation □ 470 Racketeer Influenced and Corrupt Organizations □ 480 Consumer Credit □ 490 Cable/Sat TV □ 850 Securities/Commodities/ Exchange □ 890 Other Statutory Actions □ 891 Agricultural Acts □ 893 Environmental Matters □ 895 Freedom of Information Act □ 896 Arbitration □ 899 Administrative Procedure Act/Review or Appeal of Agency Decision □ 950 Constitutionality of State Statutes	
X1 Original 2 Re	moved from 3 tte Court Cite the U.S. Civil Sta	Appellate Court		·		
VI. CAUSE OF ACTIO	Brief description of ca		Relations Act.			
VII. REQUESTED IN COMPLAINT:	CHECK IF THIS UNDER RULE 2	IS A CLASS ACTION 3, F.R.Cv.P.	DEMAND \$	CHECK YES only JURY DEMAND:	if demanded in complaint: XYes 'No	
VIII. RELATED CASI IF ANY	E(S) (See instructions):	JUDGE		DOCKET NUMBER		
DATE 9/17/2020		SIGNATURE OF AT	ORNEY OF RECORD			
FOR OFFICE USE ONLY	est.					
RECEIPT# Al	MOUNT	APPLYING IFP	JUDGE	MAG. JUD	OGE	

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